

MEMORANDUM OF AGREEMENT

- BETWEEN -

CUPE / *Canadian Union
of Public Employees*
Local 3473
(EDUCATIONAL ASSISTANTS)

- AND -

 DIVISION SCOLAIRE
LOUIS RIEL
SCHOOL DIVISION
LOUIS RIEL SCHOOL DIVISION

AS OF MARCH 18, 2026

WHEREAS the parties have met to negotiate a renewal collective agreement which will commence July 1st, 2023;

AND WHEREAS the parties wish to resolve all of the outstanding issues between the parties;

THE PARTIES AGREE AS FOLLOWS:


- 1. The agreed items are those attached to this document as “Agreed Items.”**
- 2. The term of the collective agreement will run from July 1, 2023 to June 30, 2028.**
- 3. The renewed agreement will consist of the previous collective agreement, along with the agreed amendments attached.**
- 4. All references to gendered pronouns in the agreement will be updated to gender-neutral language.**
- 5. Any proposals not included in the attached agreed items or this Memorandum of Settlement are considered withdrawn, without prejudice.**
- 6. Any errors or omissions will be addressed jointly by the parties, acting reasonably, to finalize a complete and binding agreement.**
- 7. The parties will recommend this Memorandum of Settlement to their respective principals for approval and will keep its contents confidential until ratification is complete.**

Signed this _____ day of _____, 2026.

**FOR:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3473**


Colleen Heegan (Apr 6, 2026 22:12:49 CDT)



Neil Reavely (Apr 1, 2026 09:01:29 PDT)


Kristin Cieski-Taylor (Mar 31, 2026 15:02:11 MDT)


Leanne Gregorchuk (Mar 31, 2026 14:45:34 CDT)


Malcolm Lesley (Mar 31, 2026 14:57:25 CDT)

**FOR:
LOUIS RIEL SCHOOL DIVISION
EDUCATIONAL ASSISTANTS**


Jamie Radnicki (Apr 7, 2026 14:46:52 CDT)

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

- 2.01 (c) (iv) Permanent Educational Assistants will be allowed to bid on term **add on** positions to increase their ~~part-time~~ hours of work up to a maximum of ~~7~~ **8** hours per day provided that the term position does not interfere with the Educational Assistant's permanent position. **Such term add on positions shall be awarded to permanent educational assistants of the Division.**
- 2.04 The Employer agrees to acquaint each new bargaining unit employee with the fact that a Union Agreement is in effect and will provide the employee with information regarding the dues to be deducted and will post the CUPE Local 3473 Collective Agreement, and the link to the CUPE Local 3473 website on the LASO staff portal.

ARTICLE 6 - LABOUR/MANAGEMENT BARGAINING RELATIONS

- 6.03 ~~A copy of the minutes of the Labour/Management meeting shall be emailed to the President of the Union.~~ **Each party shall alternate minute taking and will be responsible for emailing them to the other party at least one week prior for approval at the next scheduled meeting.**

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation, or application of the agreement including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

As an informal step, an employee and CUPE are encouraged to make an earnest effort to resolve the concern with the Employer prior to making a formal grievance.

7.02 Step I

All grievances shall be submitted to the employee's supervisor within fifteen (15) working days of an alleged incident or within fifteen (15) working days of the employee's knowledge of an alleged incident. **The Employer shall have a period of ten (10) working days after the grievance was submitted to render a written decision.**

7.03 Step II

Failing satisfactory settlement ~~within ten (10) working days~~ after the grievance was submitted under Step I, the employee(s) concerned, together with the Union Representative, **shall within ten (10) working days, will** submit to the Superintendent/Designate a written statement of the particulars of the complaint and the redress sought. The Superintendent/ Designate shall render a written decision within fifteen (15) working days after receipt of such notice.

ARTICLE 10 – HOURS OF WORK

10.01 The normal hours of work for each employee covered by this Agreement shall be **6.0 hours – 8.0 hours per day**. ~~these hours specifically assigned by the Employer as follows:~~

~~5.5–7.0 hours per day~~

~~Educational Assistant~~

~~Educational Assistant (Special Needs, Special Education or Divisional Programs)~~

~~Family Centre Assistant~~

~~Interpreter/Tutor~~

~~Community Liaison Worker~~

~~Child Development Lab Support Worker~~

Child and Youth Care Worker

Audiologist Tech

~~International Student Program Support Worker~~

~~International Student Program Home Stay Support Worker~~

10.06 ~~Effective Sept 2016, Educational Assistants who have voluntarily accepted term positions for EA Lunch and/or EA Bus Supervision will be paid in accordance with Schedule A, Pay Band 4 of this collective agreement. EA Lunch and/or Bus Supervisor term positions are regular daily scheduled assignments during the school year and will have vacation and sick leave accrual for these hours worked, and will be applied as per Article 13 and 18 of the Collective Agreement.~~

Effective September 2026, existing EA's who voluntarily accept additional hours such as Lunch/Crossing Guard/Bus Supervision/Walking School Bus, beyond their regularly scheduled duties as assigned by the Division, up to a maximum of 8 hours, shall not suffer a reduction in wages.

ARTICLE 11 – OVERTIME

11.01 All time worked up to ~~seven (7)~~ **eight (8)** hours per day shall be paid at straight time rates. All time worked beyond ~~seven (7)~~ **eight (8) hours** shall be considered as overtime, if authorized by the employee's immediate supervisor/designate.

ARTICLE 12 – HOLIDAYS

(NEW)

- Add Orange Shirt Day (National Day for **Truth and Reconciliation**) to list of general holidays.

ARTICLE 15 – PROMOTION AND STAFF CHANGES

- 15.03 The successful applicant shall be placed on trial for a period of **sixty (60)** ~~thirty (30)~~ working days. Conditional on satisfactory service during this trial period, the employee shall be declared permanent after the period of **sixty (60)** ~~thirty (30)~~ working days.
- 15.05 Where the Employer requires an increase of less than three (3) hours per day in the time allotted to an existing Educational Assistant's position, the Employer shall offer the hours to the Educational Assistants within the school in order of seniority provided the Educational Assistant is capable **and available** of performing the tasks associated with the additional hours.
- 15.XX Both Parties recognize that job security shall increase in proportion to length of service. A permanent employee who has been employed in a temporary/term position whose temporary/term position is coming to an end will be returned to their former position.**

Permanent employees will be given consideration for term positions where the position available results in an increase of hours or an increase in classification.

ARTICLE 16- LAYOFFS AND RECALL

- 16.01 It is not the intent of these lay-off and recall procedures to apply to the normal summer period. However, where known, recall dates of ten (10) month employees shall be indicated on the **Record of Employment Separation Certificate** issued by the Employer.

ARTICLE 17 – LEAVE OF ABSENCE

17.04 Bereavement Leave

1. For bereavement leave, the full salary of the employee will be paid during the absence as follows:
 1. Death of a spouse or common law spouse or same gender partner 5 days
 2. Death of a child or grandchild 5 days
 3. Death of an immediate family member living in the household 5 days
 4. Death of a parent or parent-in-law 5 days
 5. Death of a grandparent 2 days
 6. Death of a brother, sister 3 days
 7. Death of a brother-in-law or sister-in-law 2 days
 8. **Death of an Aunt or Uncle 1 day**

17.05 Maternity Leave

(New)

Plan A

All staff covered by this agreement shall be entitled to Maternity Leave based on the Manitoba Employment Standards Code provided that:

- 1. Employees have completed at least seven (7) consecutive months***
- 2. Employees submits to the Division an application in writing for leave at least four (4) weeks before the day on which they intend to commence such leave***
- 3. Employees requesting such leave must also provide a medical certificate indicating the estimated date of delivery***
- 4. Employees shall be entitled to a period of unpaid leave not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause (3). Employees shall be entitled to additional unpaid leave equal to the number of days between the expected date of birth if the birth occurs after the expected due date***

5. An Educational Assistant who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages or benefits.

At all times, the provisions of the Manitoba Employments Standards Code shall apply.

Plan B

Every Educational Assistant who has completed seven (7) consecutive months of employment for or with the Division; and who:

- 1. Submits to the Employer an application in writing for leave under this Section at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and**
- 2. Provides the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.**
- 3. Provide the Employer with proof that she has applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.**
- 4. During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance with the Supplemental Employment Benefits Plan as follows: a) For the first (1) week an employee shall receive 90% of her weekly rate of pay, paid by the Employer. Upon the conclusion of her E.I. Maternity benefits, the Employer shall also pay for 1 additional week at 90% of her weekly rate of pay and the Employer will notify E.I. For greater certainty, this is to ensure the E.I. Parental Leave benefit starts upon the conclusion of her Maternity Leave b) For up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between EI benefits the employee is eligible to receive and 90% of the employee's normal weekly earnings**
 - a. Employees shall be entitled to receive this top-up must have been in the employment of the Division (under this bargaining unit) for a period of at least 5 calendar years;**

- b. **An employee receiving top-up benefits, must enter into a written agreement with the Employer providing that:**
 - i. **they will return to work and remain in the employ of the Employer for at least one calendar year following their return to work;**
 - ii. **(ii)should they fail to return to work and remain in the Employer's employ as outlined in (i), they are indebted to the Employer for the full amount received from the Employer as top-up during the entire period of leave; and**
 - iii. **(iii)should they return to work but fail to remain in the Employer's employ for the entire period outlined in (i), they are indebted to the Employer for a pro-rated amount of the full amount received from the Employer as top-up during the entire period of leave.**
- 5. **The employee and the Division may mutually agree to extend the leave, if the employee so desires. Any such arrangements shall be confirmed in writing by the Division.**
- 6. **An Educational Assistant who wishes to resume her employment on the expiration of leave granted to her in accordance with this section shall be reinstated by the Employer in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages or benefits.**

17.06 Parental Leave

All staff covered by this agreement shall be entitled to Parental Leave based on the Manitoba Employment Standards Code provided that:

- 1. Employees have completed at least seven (7) consecutive months and have become a parent by birth or adoption
- 2. Employees submits to the Division an application in writing for leave at least four (4) weeks before the day on which they intend to commence such leave
- 3. Who submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application

as the day on which the Educational Assistant intends to commence the leave, is entitled to and shall be granted parental leave consisting of a continuous period of up to ~~thirty-seven (37)~~ **sixty-three (63) weeks**. The Educational Assistant shall be eligible for leave provisions specified in the Employment Standards Act.

Employees who require additional information are able to contact Manitoba Employment Standards directly at 1-800-821-4307

17.10 Interpersonal Violence Leave

Employees who are victims of interpersonal violence may be entitled to take a leave from work. Interpersonal violence leave gives job protection to eligible employees to take time off work for specified purposes to address needs that arise from exposure to, or experiences of, interpersonal violence.

Employees may take interpersonal violence leave as set forth by the Manitoba Employment Standards Code. At all times, the provisions of the Manitoba Employment Standards Code shall apply.

Employees who require additional information are able to contact Manitoba Employment Standards directly at 1-800-821-4307

ARTICLE 18 – SICK LEAVE

- 18.10 An employee shall be entitled to use up to three (3) days of sick leave per year to attend to illness or injury of that employee's partner, parent, child or grandchild **or any person to which they are the primary caregiver.** Such leave is non-cumulative from one school year to the next year. A doctor's certificate may be requested.

ARTICLE 20 – EMPLOYEE BENEFITS

(NEW)

20.05 Any safety equipment required for an employee in this bargaining unit shall be provided and or paid for by the division. When deemed necessary, the division shall also determine the appropriate equipment needed.

ARTICLE 22 – TERM

22.01 This agreement shall take effect and be binding upon the parties from July 1, ~~2019-2023~~ to June 30, ~~2023-2028~~, until revised or terminated as hereinafter provided. During the period of negotiations for a revised or new contract, this Agreement shall remain in full force.

SALARY SCHEDULE A

(New)

As determined by the Division, newly hired employees with directly related experience can be placed at an appropriately corresponding step on the established payscales.

Schedule A

- 1-Jul-23 – 2.50% GWI
- 1-Jul-24 – 2.75% GWI
- 1-Jul-25 – 2.75% GWI – \$0.75 MVA (applied after GWI)
- 1-Jul-26 – 2.75% GWI – \$0.50 MVA (applied after GWI)
- 1-Jul-27 – 2.25% GWI – \$0.50 MVA (applied after GWI)

LETTERS OF UNDERSTANDING

Renew - LOU – Re: Ext Sick Leave

(NEW) Letter of Understanding (effective Sept 2026 for duration of agreement) as follows:

The Division shall engage in annual consultations with the Local regarding planning for the subsequent school year, specifically addressing the use of professional development (PD) days, administrative days, and school planning days. There shall be six (6) of these such days in each school year. All staff shall be required to attend these scheduled sessions.

(New) LETTER OF UNDERSTANDING

LOU for duration of agreement (ending June 30, 2028) – Effective September 2026

Extra-Curricular

An employee who performs at least fifty (50) hours of voluntary service in any one school year related to student athletic, social, recreational or cultural activities, occurring outside their regular work day shall be entitled to six (6) hours of paid leave of absence in the school year. Such leave is non-cumulative from one school year to the next.

- An eligible extra curricular activity must have received prior approval from the school administration.
- The date/time of such leave shall be mutually agreed between the principal and the Educational Assistant.
- Leaves shall be taken in minimum blocks of an employees regular assigned daily hours. If their regular hours of work exceed Extra Curricular entitlement, an employee shall be entitled to supplement with accumulated vacation hours.
- Educational Assistants must submit their request for leave a minimum of five (5) working days before the date of the desired leave to the Division.
- Such leave is not to be used to extend the winter, spring or summer break periods.
- Accumulated extra-curricular activity hours cannot be carried over from one school year to the next.

- **Extra Curricular time may not be taken in conjunction with any other unrelated leaves.**
- **A part time Educational Assistant shall be entitled to the equivalent time off as a full time Educational Assistant.**

MD/kf/sc/cope491
March 31, 2026






MOA 3473 LRSD 2026 03 31 - Union Signed

Final Audit Report

2026-04-07

Created:	2026-04-07
By:	Susan Potter (susan.potter@lrsd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuKoDE1vHQwcK6LbJn19HfO-R2_EYACDH

"MOA 3473 LRSD 2026 03 31 - Union Signed" History

-  Document created by Susan Potter (susan.potter@lrsd.net)
2026-04-07 - 7:45:20 PM GMT- IP address: 216.73.72.142
-  Document emailed to Jamie Rudnicki (jamie.rudnicki@lrsd.net) for signature
2026-04-07 - 7:45:40 PM GMT
-  Email viewed by Jamie Rudnicki (jamie.rudnicki@lrsd.net)
2026-04-07 - 7:46:26 PM GMT- IP address: 216.73.72.142
-  Document e-signed by Jamie Rudnicki (jamie.rudnicki@lrsd.net)
Signature Date: 2026-04-07 - 7:46:52 PM GMT - Time Source: server- IP address: 216.73.72.142
-  Agreement completed.
2026-04-07 - 7:46:52 PM GMT